

**INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT
OF THE LEE COUNTY TRANSIT AUTHORITY WITH A
DEDICATED FUNDING SOURCE AND REFERENDUM PROCESS
SUPPORTED BY AND BETWEEN LEE COUNTY, FLORIDA AND THE
LEE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO)**

THIS INTERLOCAL AGREEMENT, is made and entered into this _____ day of _____, 2010, by and between **LEE COUNTY**, a political subdivision and charter county of the State of Florida, hereinafter referred to as County, acting by and through its Board of County Commissioners, the governing body thereof, and the **LEE COUNTY METROPOLITAN PLANNING ORGANIZATION (MPO)**, an intergovernmental transportation planning agency of the State of Florida, hereinafter referred to as the MPO, acting by and through its governing body thereof; collectively the Parties hereto.

RECITALS

WHEREAS, both the County and MPO are duly empowered pursuant to Florida Statutes, in particular, Section 163.01, to enter into Interlocal Agreements for the sharing of certain governmental powers and obligations; and

WHEREAS, the MPO desires the creation of a Transit Authority in Lee County and the establishment of a dedicated funding source for the transit authority; and,

WHEREAS, the Lee County Board of County Commissioners previously entered into an Interlocal Agreement along with the City of Bonita Springs, City of Fort Myers, City of Cape Coral, City of Sanibel and the Town of Fort Myers Beach for the support and participation in the Lee County Transit Authority; and,

WHEREAS, the County and the MPO are working in partnership to ensure the successful development of a Transit Authority and Referendum Process in 2012; and,

WHEREAS, the County and MPO find that entering into this Interlocal Agreement serves a public purpose and is to the public's benefit.

NOW, THEREFORE, in consideration of the above recitations and the mutual covenants herein set forth, the Parties hereto mutually agree as follows:

Section One: Purpose

The purpose and intent of this Interlocal Agreement is to define the terms and conditions by which Lee County will provide funding for the development of a Transit Authority with a dedicated funding source and referendum process support.

The Parties agree that the above named County and MPO will enter into this Interlocal Agreement. This Interlocal Agreement shall be binding only upon the Parties that execute this Interlocal Agreement. No Party that executes this Interlocal Agreement shall be bound by its terms to any third party who has not entered into this Interlocal Agreement.

Section Two: Tasks to be Performed

- A. The MPO will prepare the scope of work for each task work order in coordination with Lee County which will include a scope of services, identify deliverables, provide a budget and timetable for completion and include the appropriate required certifications.
- B. All work will be in accordance with the Lee County Transit Authority Action Plan and within the scope of work identified in the issued task agreed to by Lee County and the MPO.
- C. The MPO will coordinate, manage and otherwise direct the activities of the approved tasks.

Section Three: Cost of Contract

- A. The County agrees to pay the MPO up to \$600,000.00 for the costs associated with carrying out the approved tasks.
- B. The MPO will invoice monthly on a reimbursement basis for the percent of work completed under each respective task and provide supporting documentation of expenses.
- C. The total budget for tasks identified in the Lee County Transit Authority Action Plan effort wherein is \$600,000.00 and includes all direct costs associated with these tasks, meetings and travel.

Section Four: Monitoring, Audit

All cost records and accounts shall be subject to audit by representative(s) of either the MPO or County, at their election, during normal work hours and upon reasonable notice. Said records and accounts shall be made available at the respective Party's offices at a location in Lee County, Florida.

Section Five: Modifications, Dispute Resolution and Termination

- A. All modifications to Interlocal Agreement hereto must be in writing signed by both Parties with the same formality as that contained herein.
- B. Any disputes arising from this Agreement which can not be resolved by the Parties may be settled through arbitration of the disputed matters by following the procedures as set forth in Section 44.104, Florida Statutes, or the Parties may utilize any other legal remedies available to either Party with respect to the disputed matters.
- C. Either Party may terminate this Agreement for any reason by giving the non-terminating party ninety (90) days written notice of its cancellation.

Section Six: Liability and Insurance

Parties agree that by execution of the Agreement, no Party will be deemed to have waived its statutory defense of sovereign immunity, or increased its limits of liability as provided for in Section 768.28, Florida Statutes, as may be revised or amended from time to time.

Section Seven: Notices

All written notices to the MPO and the County under this Interlocal Agreement shall be directed to the following address:

For the MPO: Lee County Metropolitan Planning Organization
Attn: MPO Director
1926 Victoria Avenue
Fort Myers, Florida 33901

For the County: Lee County Transit - LeeTran
LeeTran Director
6035 Landing View Road
Fort Myers, Florida 33907

Section Eight: Effective Date and Period of Agreement

This Interlocal Agreement shall be effective on the date adopted by the Lee County Board of County Commissioners through May 25, 2012.

Section Nine: Severability

If any provision of this Interlocal Agreement is held invalid, the remainder of the Interlocal Agreement shall not be affected thereby and all other parts of this Interlocal Agreement shall nevertheless be in full force and effect.

Section Ten: Filing

This Interlocal Agreement and any subsequent amendments hereto shall be filed with the Lee County Clerk of the Circuit Court, Minutes Department.

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IN WITNESS WHEREOF, the PARTIES hereto, have caused this Interlocal Agreement to be executed on the day and year first above written.

ATTEST: Southwest Florida
Regional Planning Council
(MPO Staff Agency)

By: _____
MPO Director

**LEE COUNTY METROPOLITAN
PLANNING ORGANIZATION (MPO)**

By: _____
Chair

APPROVED AS TO FORM:

By: _____
Office of County Attorney

ATTEST:
CHARLIE GREEN, CLERK

BY: _____
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF
LEE COUNTY, FLORIDA**

BY: _____
Chair

APPROVED AS TO FORM

BY: _____
Office of the County Attorney